

RECORDATION NO. 10273-4 FILED

MAY 12 '08 -2 12 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD  
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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

May 12, 2008

Anne K. Quinlan, Esquire  
Acting Secretary  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Termination, Release of Lien, and Bill of Sale, dated as of May 8, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission under Recordation Number 10273.

The names and addresses of the parties to the enclosed document are:

Agent as  
Secured Party:      ING Investment Management LLC  
5780 Powers Ferry Rd NW Ste 300,  
Atlanta, GA30327

Lessor:              State Street Bank and Trust Company  
(successor in interest to First Security Bank,  
National Association)  
225 Franklin Street  
Boston, MA 02110

Anne K. Quinlan, Esquire  
May 12, 2008  
Page 2

Lessee: Interpool, Limited  
211 College Rd. East  
Princeton, NJ 08540

A description of the railroad equipment covered by the enclosed document  
is:

Railcars SLC 1200 - SLC 1314 (excluding SLC 1226) and within the series  
SLC 552000 - SLC 552089 as more particularly set forth in the attachment  
to the document.

A short summary of the document to appear in the index is:

Lease Termination, Release of Lien, and Bill of Sale.

Also enclosed is a check in the amount of \$35.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem  
Enclosures

RECORDATION NO. 10273-H FILED

MAY 12 '08 -2 12 PM

SURFACE TRANSPORTATION BOARD

LEASE TERMINATION,  
RELEASE OF LIEN,  
AND  
BILL OF SALE

Dated as of MAY 8, 2008

Among

INTERPOOL, LIMITED,

as Lessee

STATE STREET BANK AND TRUST COMPANY,

Owner Trustee/Lessor

RELIASTAR LIFE INSURANCE COMPANY  
(successor by merger to each of NORTHWESTERN NATIONAL LIFE INSURANCE  
COMPANY and NORTHERN LIFE INSURANCE COMPANY),

as Secured Party

THIS AGREEMENT SHALL BE FILED WITH THE SURFACE TRANSPORTATION BOARD AND, UPON SUCH FILING OR DEPOSIT, EACH OF THE DOCUMENTS DESCRIBED ON SCHEDULE B ATTACHED HERETO, AND THE INTERESTS OF THE PARTIES EVIDENCED THEREBY, SHALL BE TERMINATED OR RELEASED, AS THE CASE MAY BE, WITH RESPECT TO THE TERMINATED EQUIPMENT DESCRIBED ON EXHIBIT A ATTACHED HERETO.

1. The first part of the document is a letter from the author to the reader, explaining the purpose of the study and the methods used.

2. The second part is a list of references, which includes books, articles, and other sources used in the study.

3. The third part is a list of figures, which includes tables, graphs, and other visual aids used in the study.

THIS LEASE TERMINATION, RELEASE OF LIEN, TERMINATION OF MANAGEMENT AGREEMENT AND BILL OF SALE (this "Agreement"), dated as of May 8, 2008, among INTERPOOL, LIMITED (the "Lessee"), STATE STREET BANK AND TRUST COMPANY successor in interest to First Security Bank, National Association) (the "Owner Trustee" or "Lessor"), and RELIASTAR LIFE INSURANCE COMPANY (successor by merger to each of NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY and NORTHERN LIFE INSURANCE COMPANY (each referred to as "Secured Party" and both together referred to as "Secured Parties"))).

WITNESSETH

WHEREAS, the Lessor and the Lessee have heretofore entered into a Lease Agreement dated as of April 3, 1979, and the Indenture Trustee and the Secured Parties have heretofore entered into a Security Agreement dated as of November 1, 1979 (such documents referred to herein as the "Lease," and the "Security Agreement," respectively),

WHEREAS, upon satisfaction of the indebtedness secured by the Security Agreement, the CSA provides for the transfer of all of the Trustee's right, title and interest in and to the railroad equipment securing such indebtedness to the Owner Trustee and the release of such units of equipment from the Lien of the Security Agreement, and the Lease provides for the termination of the Lease with respect to such units of equipment and the transfer of the Lessor's right, title and interest in and to such units of equipment to the Lessee, and

NOW THEREFORE, in consideration of the premises and for good and sufficient consideration, the parties hereto hereby agree as follows:

1. The Lien of the Security Agreement with respect to the railcars listed on Schedule A attached hereto and incorporated herein by this reference (the "Terminated Equipment") is hereby released and canceled, and the Secured Parties do hereby grant, bargain, sell, transfer and convey unto the Owner Trustee all of its right, title and interest in and to the Terminated Equipment, free and clear of all liens, security interests and other encumbrances created in or retained by it under the Indenture, to have and to hold all and singular the Terminated Equipment unto the Owner Trustee, its successors and assigns forever.

2. The Lease is hereby terminated and canceled with respect to the Terminated Equipment, and the Lessor does hereby grant, bargain, sell, transfer and convey unto the Lessee, all of its right, title and interest in and to the Terminated Equipment, "as is, where is," free and clear of all right, title and interest of Lessor, or any Affiliate thereof, and Lessor's Liens, to have and to hold all and singular the Terminated Equipment unto the Lessee, its successors and assigns forever.

3. This document may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

## **SCHEDULE A**

1. Railcars SLC 1200 through SLC 1314, but excepting railcar SLC 1226.
2. Railcars SLC 552000 through SLC 552089, but excepting railcars SLC 552037, SLC 552048, SLC 552054, SLC 552060, SLC 552062, SLC 552070 and SLC 552077.


**SCHEDULE B****ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS**

	<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
(1)	Lease of Railroad Equipment, dated as of April 3, 1979	April 10, 1979	10273
(2)	Amendment to Lease of Railroad Equipment, dated as of November 1, 1979	December 11, 1979	10273-A
(3)	Security Agreement, dated as of November 1, 1979	December 11, 1979	10273-B
(4)	Consent and Agreement, dated as of November 1, 1979	December 11, 1979	10273-C
(5)	Bill of Sale, Assignment and Assumption, dated as of August 5, 1987	August 5, 1987	10273-D
(6)	Bill of Sale, Assignment and Assumption dated as of June 29, 1990	August 1, 1990	10273-E
(7)	Assignment, dated as of March 1, 1992	April 23, 1992	10273-F
(8)	Sale, Assignment and Assumption Agreement, dated as of April 3, 1992	June 8, 1992	10273-G

4. This Agreement shall be filed with the Surface Transportation Board and, upon such filing or deposit, each of the Memoranda described on Schedule B attached hereto, and the interests of the parties evidenced thereby, shall be terminated or released, as the case may be, with respect to the Terminated Equipment.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.


INTERPOOL, LIMITED,  
as Lessee

By:   
Name: Gregg F. Carpena  
Title: Vice President

STATE STREET BANK AND TRUST COMPANY  
(successor in interest to Connecticut Bank and  
Trust Company),  
as the Owner Trustee and the Lessor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RELIASTAR LIFE INSURANCE COMPANY  
(successor by merger to each of  
NORTHWESTERN NATIONAL LIFE  
INSURANCE COMPANY and  
NORTHERN LIFE INSURANCE COMPANY)  
By: ING Investment Management LLC, as Agent  
as Secured Party

By:   
Name: Chris Lyons  
Title: Senior Vice President


4. This Agreement shall be filed with the Surface Transportation Board and, upon such filing or deposit, each of the Memoranda described on Schedule B attached hereto, and the interests of the parties evidenced thereby, shall be terminated or released, as the case may be, with respect to the Terminated Equipment.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

INTERPOOL, LIMITED,  
as Lessee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE STREET BANK AND TRUST COMPANY  
(successor in interest to Connecticut Bank and  
Trust Company),  
as the Owner Trustee and the Lessor

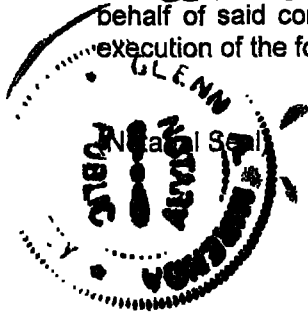
By:  \_\_\_\_\_  
Name: PETER CROKE  
Title: VICE PRESIDENT  
STATE STREET BANK & TRUST

State of New Jersey

ss

County of Middlesex

On this 8<sup>th</sup> day of May, 2008, before me, a notary public, personally appeared Gregory Carbone, to me personally known, who being by me duly sworn says that he is the Vice President of INTERPOOL, LIMITED and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Glenn A. Mirenda  
Notary Public

My Commission Expires:  
**GLENN A. MIRENDA**  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 11/20/2011

State of )

ss

County of )

On this \_\_\_\_ day of \_\_\_\_\_, 2008, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he or she is the \_\_\_\_\_ of STATE STREET BANK AND TRUST COMPANY and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation

(Notarial Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires

State of Georgia )

ss

County of Fulton )

On this 8<sup>th</sup> day of May, 2008, before me, a notary public, personally appeared Christopher P. Lyons, to me personally known, who being by me duly sworn says that he or she is the Sr. Vice President of ING INVESTMENT MANAGEMENT LLC and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



Blanche E. Lewis  
Notary Public

My Commission Expires 7-7-08

State of )  
County of ) ss

On this \_\_\_\_ day of \_\_\_\_\_, 2008, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is the \_\_\_\_\_ of INTERPOOL, LIMITED and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

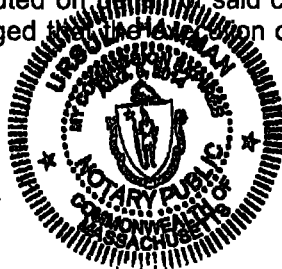
\_\_\_\_\_  
Notary Public

My Commission Expires:

State of MA )  
County of Suffolk ) ss

On this 9th day of May, 2008, before me, a notary public, personally appeared Peter Becker, to me personally known, who being by me duly sworn says that he or she is the a Vice President of STATE STREET BANK AND TRUST COMPANY and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



Walter H. Hennessey  
Notary Public Walter H. Hennessey

My Commission Expires 8-8-2014

State of )  
County of ) ss

On this \_\_\_\_ day of \_\_\_\_\_, 2008, before me, a notary public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn says that he or she is the \_\_\_\_\_ of NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 5/12/08



\_\_\_\_\_  
Robert W. Alvord